

Hon. Marsha J. Pechman

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MBL/TONI&GUY PRODUCTS, L.P. and) No. CV9-501MJP
TONI&GUY HAIRDRESSING ACADEMY)
FRANCHISE, LP,) AGREED PERMANENT INJUNCTION
Plaintiffs,) AND FINAL JUDGMENT
vs.)
MICHAEL KENNARD, BETTY STOCK)
KENNARD; and TONI & GUY)
HAIRDRESSING ACADEMY, INC.,)
Defendants.)

AGREED PERMANENT INJUNCTION AND FINAL JUDGMENT

The Court finds that Plaintiffs MBL/TONI&GUY Products, L.P. and TONI&GUY Hairdressing Academy Franchise, LP (collectively, “TONI&GUY”) and Defendants Michael Kennard and Betty Stock Kennard (collectively, “Defendants”) (TONI&GUY and Defendants are collectively referred to as the “Parties”) have agreed to the relief granted herein, as evidenced by their counsel’s or individual signatures below. The Parties announced to the Court that all matters of facts and issues in controversy have been fully and finally compromised between them and are settled. The Court further finds that the agreed relief and restrictions are reasonable and

AGREED PERMANENT INJUNCTION AND
FINAL JUDGMENT
No. CV9-501MJP

1 necessary. After considering the pleadings, the evidence presented, the Preliminary Injunction
2 previously issued, and the Parties' agreement to the relief granted herein, the Court issues the
3 following Agreed Permanent Injunction and Final Judgment:
4

5 IT IS THEREFORE ORDERED, ADJUDGED, DECREED AND DECLARED that
6 Defendants, jointly and severally, their agents, servants, employees, attorneys, and all other
7 persons who are in active concert or participation with them are permanently restrained and
8 enjoined from, directly or indirectly:

- 9 a. Using TONI&GUY®, TONI&GUY HAIRDRESSING®, TONI&GUY
10 HAIRDRESSING ACADEMY® (the "Marks"), or any other name or marks
confusingly similar to the Marks;
- 12 b. Using the Marks in advertising, marketing, promoting, or sale of any goods or
services at 203 W. Holly Street, Suite 206, Bellingham, Washington (the
"Infringing Location"), at any other location, or otherwise;
- 14 c. Using in any manner any service mark, trademark, trade name, trade dress, words,
numbers, abbreviations, designs, colors, arrangements, or any combination thereof
that would imitate, resemble, suggest, or be confusingly similar to the Marks at the
Infringing Location or elsewhere; and
- 17 d. Otherwise infringing the Marks.

18 IT IS FURTHER ORDERED that Defendants immediately deliver to TONI&GUY for
19 destruction any and all labels, signs, prints, packages, wrappers, products, receptacles,
20 advertisements and any other materials bearing the Marks.
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22 IT IS FURTHER ORDERED that Defendants shall contact the State of Washington
23 Secretary of State (Corporations Division), the Washington State Department of Revenue, the
24 Washington State Department of Licensing Business Registration, the Washington State
25 Department of Licensing Cosmetology Section, and the City of Bellingham (Business Licensing),
26 and any and all other licensing or business registration bureaus to change the name of the
corporation and licensing entity from Toni & Guy Hairdressing Academy, Inc. to Artistic Beauty
AGREED PERMANENT INJUNCTION AND
FINAL JUDGMENT
No. CV9-501MJP

1 & Cosmetology Design, Inc., and shall provide proof of same to counsel for TONI&GUY by
2 copying TONI&GUY's counsel on each name change application or correspondence;
3

4 IT IS FURTHER ORDERED that Defendants shall no longer use Toni & Guy
5 Hairdressing Academy, Inc. or any other similar, or confusingly similar, name.
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7 IT IS FURTHER ORDERED that Defendants must comply with the affirmative
8 requirements of this Order within ten (10) business days from the date of this Order.
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10 IT IS FURTHER ORDERED that each party shall bear its own costs and attorneys' fees
11 and that this Court shall retain jurisdiction to enforce the provisions of this Order and any
12 settlement agreement between the Parties.
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14 IT IS FURTHER ORDERED, however, that if Defendants do not comply with any
15 requirement of this Order, TONI&GUY shall recover (i) all actual and consequential damages, (ii)
16 damages in the sum of Two Hundred Fifty Dollars (\$250.00) for each day that Defendants have
17 violated, or are in violation of, this Order, and (iii) all attorneys' fees that TONI&GUY has
18 incurred, and will incur, arising from and related to this action and any enforcement of this Order
19 or settlement agreement, currently in the amount of Fifty two thousand seven hundred fourteen
dollars and no cents (\$52,714.00).
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21 IT IS FURTHER ORDERED that this is a final judgment that disposes of all claims and
22 all parties and is not appealable.
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2 SO ORDERED.
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4 SIGNED this 27th day of October, 2009.
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7 Marsha J. Pechman
8 United States District Judge
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1 **AGREED AS TO FORM AND SUBSTANCE:**

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3 **GRAHAM & DUNN PC**

4 By _____

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13 and

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AGREED PERMANENT INJUNCTION AND
FINAL JUDGMENT
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DEFENDANTS
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5 Michael Kennard
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8 Betty Cis Stock Kennard
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2 **CERTIFICATE OF SERVICE**
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5 This is to certify that on October 23, 2009, the foregoing document was electronically
6 filed with the Clerk of the court using the CM/ECF system which sent a Notice of Electronic
7 Filing to the following persons:

8
9 Defendants Michael Kennard and Betty Stock Kennard, pro se
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